

II 1001 4564 2002 4527 5211

## Notice of Common Law Trademark/ Security Agreement

Notice of Common Law Trademark/ Security Agreement: All rights reserved re, common-law trademark TERRY LEROY CASSIDY, as well as any and all derivatives and variations in the spelling of said common-law trademark except Terry LeRoy Cassidy. Trademark (LTM) 2004, by Terry LeRoy Cassidy, said common-law trademark, i.e. TERRY LEROY CASSIDY, may neither be used, nor reproduced, neither in whole, nor in part, nor in any manner whatsoever, without the prior, express, written consent and acknowledgement of Terry LeRoy Cassidy as signified by the hand-signed red ink signature of Terry LeRoy Cassidy, hereinafter "Secured Party", unless otherwise expressly so agrees, by this Notice of Common-Law Trademark/ security Agreement that neither said juristic person, nor the agent of said juristic person, assents, consents, and in any manner, the common-law trademark TERRY LEROY CASSIDY, nor any derivative of, nor any variation in the spelling of, TERRY LEROY CASSIDY except "Terry LeRoy Cassidy", without the prior, express, written consent and acknowledgement of Secured Party, as signified by Secured Party's hand-signed signature in red ink. Secured Party neither grants, nor implies, nor otherwise gives consent for any unauthorized use of TERRY LEROY CASSIDY and all such unauthorized use is strictly prohibited. Secured Party is not now, nor has Secured Party ever been, an accommodation party, nor a surety, for the purported debtor, i.e. TERRY LEROY CASSIDY, nor for any derivative of, nor for any variation in the spelling of said trade name, nor for any juristic person, and is so indemnified and held harmless by TERRY LEROY CASSIDY, Debtor, in Hold-harmless and actions, orders, warrants, judgments, demands, liability, losses, depositions, summonses, lawsuits, costs, fines, liens, levies, penalty, damages, interest, and expenses whatsoever. TERRY LEROY CASSIDY, for any and every reason, purpose, and cause whatsoever. Mutual Assent, Consent, and Agreement Implied and Express Contract executed by Unauthenticated use of Secured Party's Common-Law Trademarked Property. Sell—executing Security Agreement in Event of Unauthorized Use of Secured Party's Common-Law Trademarked Property: by this Notice of Common-Law Trademark/ Security Agreement wherein User is Debtor and Terry LeRoy Cassidy is Secured Party, and signifies that User: (1) incurs a contractual obligation in favor of Secured Party, and grants Secured Party a security interest in all of User's assets, land, and personal property and all of User's rights title- and interest in said assets, land, and personal property, in the sum certain amount of Five Hundred Thousand Dollars (\$500,000.00) per each occurrence of unauthorized use of the common-law trademark TERRY LEROY CASSIDY, as well as each and every occurrence of unauthorized use of any and all derivatives of, and variations in the spelling of, TERRY LEROY CASSIDY, in, except "Terry LeRoy Cassidy", plus costs, plus triple damages; (2) has present intention to authenticate, and hereby authenticates, this Security Agreement, wherein Investment property, commercial ion claims, letters of credit, letter-of-credit rights, chattel, paper, instruments, deposit accounts, accounts, documents, and general intangibles, and all User's rights, title, and interest in all such property, now owned and hereinafter acquired, now existing and hereafter arising, and wherever located as collateral to secure User's contractual obligation in favor of Secured Party for User's unauthorized use of Secured Party's common-law trademarked property; (3) Assents, consents, and agrees with Secured Party's filing of a Uniform Commercial Code, hereinafter "UCC" Financing Statement in the UCC filing office, as well as in any county level recording/registration office, a continuing financing statement, and further assents, consents, and agrees that said UCC Financing Statement described above in paragraph (3) is perfected security interest in all of User's property and rights, title, and interest in property, pledged as collateral in this Security Agreement and described above in paragraph (2) described above in paragraphs (3) and (4) as well as the filing of any Security Agreement, and agrees with Secured Party's filing of any UCC Financing Statement, as level recording/registration office; (6) assents, consents, and agrees that any and all such filings described in paragraphs (4) and (5) above are not, and may not be considered authenticates and accepts, as drawee acceptor, any draft drawn by Secured Party to secure payment of outstanding unauthorized—use fees, as set forth above in paragraph (1) incurred by User through User's unauthorized use of Secured Party's common-law trademarked property; (8) waives right of presentment and all defenses; and (9) Appoints Secured Party as non-fiduciary authorized representative for User, effective upon User's Default re, User's contractual obligations in favor of Secured Party as set forth below under Payment Terms and "Default Terms", granting Secured Party full authorization and power to engage in any and all actions on behalf of User, in respect of User's outstanding contractual obligation as set forth above in paragraph (1) including, without limitation, authentication of a record on behalf of User, as Secured Party, in Secured Party's Sole discretion, deems appropriate and, as regards any deposit account of any kind maintained with any bank in/under the name of User, as Secured Party, in Secured Party's Sole with any bank in/under the Social Security Account Number/Employer Identification Number of User, not withstanding the absence of User's name as account-holder on any such deposit account, grants Secured Party full authorization and power to originate instructions for said deposit—account bank and to direct the disposition of funds in said deposit account and execute demand drafts, as that term, i.e. "demand draft," is defined in California Commercial Code 3-104 (k), to discharge User's aforementioned outstanding contractual obligation, without further consent of User and without liability, and User further consent and agrees that appointment of Secured Party as non-fiduciary authorized representative for User, effective upon User's default, is irrevocable and coupled with a security interest. User further Assents, Consents, and Agrees with the Following Additional Terms of "Mutual Security Agreement in Event of Unauthorized Use of Secured Party's Common-Law Trademarked Property: Sell—executing Security Agreement in Event of Unauthorized Use of Secured Party's Common-Law Trademarked Property: Payment Terms; in accordance with fees for unauthorized use of TERRY LEROY CASSIDY, as set forth above, User hereby assents, consents, and agrees that User shall pay Secured Party all unauthorized—use fees in full within ten (10) days of the date Secured Party sends User the invoice, hereinafter "Invoice", itemizing said fees. Default Terms: In event of non-payment in full of all unauthorized—use fees by User within ten (10) days of date invoice is sent, User shall be deemed in default and (a) all of User's property and rights, title, and interest in property pledged as collateral by User, as set forth in above paragraph (2) immediately becomes, i.e. is, property of Secured Party; (b) Secured Party is appointed User's Authorized Representative as set forth above in paragraph (9), and (c) User assents, consents, and agrees that Secured Party may take possession of, as well as otherwise dispose of in any manner that Secured Party, in Secured Party's Sole discretion, deem appropriate, including, without limitation, sale at auction, at any time following User's default, and without further notice, any and all of User's property and rights, title, and interest in property, described above in paragraph (2) formerly pledged as collateral by User, now property of Secured Party, in respect of this "Mutual Assent, Consent, and agreement implied and Express Contract Executed by Unauthorized Use of Secured Party's Common-Law Trademarked Property: Sell—executing Security Agreement in Event of Unauthorized Use of Secured Party's Common-Law Trademarked Property, that Secured Party, again in Secured Party's sole discretion, deems appropriate. Terms for Curing Defaults Upon event of default, as set forth above under "Default Terms", irrespective of any and all of User's former property and rights, title, and interest in property, described above in paragraph (2), in the possession of, as well as disposed of by, Secured Party, as authorized above under "Default Terms". User may cure User's default only by, Secured Party within twenty (20) days of date of User's default only by payment in full. Terms of strict Foreclosure: User's non payment in full of all unauthorized—use fees forecloses on any and all remaining former property and rights, title, and interest in property formerly pledged as collateral by User, now property of Secured Party, which is not in the possession of nor otherwise disposed of by, Secured Party upon expiration of said twenty (20) day default—curing period. Priority perfected security interest to UCC Financing Statement filed in the UCC filing office, Record Owner Terry LeRoy Cassidy, PUBLISHED IN THE IMPERIAL BEACH EAGLE & TIMES DECEMBER 9, 16, 23 and 30, 2004 1B1372

Exhibit (J)